

**From:** [Kristi Reece](#)  
**To:** [John Ferguson](#); [Breton Friel](#)  
**Cc:** [Danette Quick/MO/R8/USEPA/US@EPA](#); [Scott Brown/MO/R8/USEPA/US@EPA](#)  
**Subject:** Fw: [Helpdesk] comment added - New External Agreement - EPA (Environmental Protection Agency)  
**Date:** 06/21/2010 11:21 AM  
**Attachments:** [065 EPA CarpenterSnowCreek 10-IA-1107400-054.pdf](#)

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Here is a copy of the agreement for your records. I am still awaiting the external job code to be assigned for this project. I will notify you as soon as I get that. We need to have that in place prior to work starting. Should be any day.



----- Forwarded by Kristi Reece/WO/USDAFS on 06/21/2010 08:27 AM -----

"enterprise-program.mojohelpdesk.com"  
 <4509.633720@enterprise-program.mojohelpdesk.com>

To kreece@fs.fed.us

cc

Sent by: mojo-bounces+a=4509@mojohelpdesk.com Subject [Helpdesk] comment added - New External Agreement - EPA (Environmental Protection Agency)

06/21/2010 07:24 AM

View the ticket details here:

<https://enterprise-program.mojohelpdesk.com/mytickets/show/633720>

Login to your helpdesk here:

<https://enterprise-program.mojohelpdesk.com>

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 Ticket #633720: New External Agreement - EPA (Environmental Protection Agency)

Status: in progress

Comment by: Deliaann Hayden


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 | Here you go. I am still waiting for the job code. Thanks. |

| [1 attachment added: 10-IA-1107400-054.pdf] |

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 A comment has been added to your helpdesk ticket.

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 == Mojo Helpdesk: Hosted Ticket Tracking ==

 <p>United States Environmental Protection Agency Washington, DC 20460</p> <p><b>Interagency Agreement/ Amendment</b></p> <p><b>Part 1 - General Information</b></p>		1. EPA IA Identification Number DW-12-92318501 - 0		2. Funding Location by Region EPA R8	
		3. Other Agency IA ID Number (if known)		4. Awarding Office IASSC East	
		5. Type of Action New			
		6. Name and Address of EPA Organization US Environmental Protection Agency IASSC EAST 1200 Pennsylvania Ave. NW (3903R) Washington, DC 20460		7. Name and Address of Other Agency Department of Agriculture-Forest Service 201 14th Street, SW Washington, DC 20250-0001	
8. DUNS: 029128894		9. BETC: DISB		10. DUNS: 929332484	
11. BETC: COLL					
12. Project Title and Description Multi-Site National Historic Preservation Act Requirements  To assist and advise EPA in meeting requirements of the National Historic Preservation Act at the Carpenter Snow Creek Superfund Site, Montana.					
13. EPA Project Officer (Name, Address, Telephone Number) Scott Brown 10 West 15th Street, Suite 3200 Helena, MT 59626-9706 406-457-5035 E-Mail: brown.scott@epa.gov FAX: 406-457-5056			14. Other Agency Project Officer (Name, Address, Telephone Number) Bret Friel 1001 SW Emkay Dr. Bend, OR 97702 541-647-9470 E-Mail: bfriel@fs.fed.us FAX: 541-383-5748		
15. Project Period: 06/01/2010 to 06/17/2015			16. IA Specialist: Lenore Connell 202-564-5343		
17. Scope of Work (See Attachment) See attached Scope of Work.					
17. Employee/Tax ID No. 520852695		18. CAGE No: 347A4		19. ALC: 68-01-0727	
20. Statutory Authority for Transfer of Funds and Interagency Agreement CERCLA: Secs. 105(a)(4) & 115; Executive Order 12580 as amended				21. Other Agency Type Federal Agency	
22. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)					
	Previous Funding		This Action		Amended Total
Revise Reimbursable (in-house)					0
Direct Fund Cite (contractor)			0		0
Total					0
	Previous Amount		Amount This Action		Total Amount
23. EPA Amount			\$160,000		\$160,000
24. EPA In-Kind Amount					\$0
25. Other Agency Amount			\$0		\$0
26. Other Agency In-Kind Amount					\$0
27. Total Project Cost			\$160,000		\$160,000
28. Fiscal Information					
Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC
68X8145	LPV115	10	T	8AL0P	302DD2C
Object Class	Site/Project	Cost Org	Ob/De-Ob Amt		
2506	089XRD01	C001	160,000		
			160,000		

## Part II - Approved Budget

EPA IAG Identification Number

DW-12-92318501 - 0

29. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel		\$66,000		\$66,000
(b) Fringe Benefits		\$49,680		\$49,680
(c) Travel		\$15,000		\$15,000
(d) Equipment		\$0		\$0
(e) Supplies		\$5,000		\$5,000
(f) Procurement / Assistance		\$0		\$0
(g) Construction		\$0		\$0
(h) Other		\$0		\$0
(i) Total Direct Charges	\$0	\$135,680	\$0	\$135,680
(j) Indirect Costs:	\$0	\$24,320		\$24,320

## Charged - Amount

Rate: %

Base: \$

## Not Charged:

Funds-In: Not charged by EPA

Amount \$

Funds-Out: Not charged by Other Agency

Estimate by other Agency

Amount \$

Exempt (Working Capital Fund, Shared Services, etc.)

(k) Total (EPA Share %) (Other Agency Share %)	\$0	\$160,000	\$0	\$160,000
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## 30. How was the IDC Base calculated?

31. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? ☐ Yes ☒ No

(Identify all equipment costing \$1,000 or more) None

32. Are any of these funds being used on extramural agreements? ☐ Yes ☒ No

## Type of Extramural Agreement

Contractor/Recipient Name (if known)	Total Extramural Amount Under This Project	Percent Funded by EPA (if known)
	Total \$ 0.00	

## Part III - Funding Methods and Billing Instructions

33. (Note: EPA Agency Location Code (ALC) - 68010727)	
<input checked="" type="checkbox"/> Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:
<input checked="" type="checkbox"/> Repayment	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work
<input type="checkbox"/> Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.
<input type="checkbox"/> Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.
34. <input type="checkbox"/> Reimbursement Agreement <input type="checkbox"/> Repayment <input type="checkbox"/> Advance	
<input type="checkbox"/> Allocation Transfer-In	

Other Agency's Billing Address (include ALC or Station Symbol Number)

Other Agency's Billing Instructions and Frequency

## Part IV - Acceptance Conditions

EPA Identification Number

DW-12-92318501-0

35. Terms and Conditions (See attached terms and conditions, Attachment B)

*See attached*

## Part V - Offer and Acceptance

Note: A. For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

B. For Funds-in actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.

EPA IA Administration Office (for administrative assistance)

EPA Program Office (for technical assistance)

36. Organization/Address

37. Organization/Address

U.S. Environmental Protection Agency  
 IASSC East  
 1200 Pennsylvania Ave. NW 2933R  
 Washington, DC  
 20460

U.S. Environmental Protection Agency  
 R8 - Region 8  
 10 West 15th Street, Suite 320C  
 Helena, MT 59626-9706

Award Official on Behalf of the Environment Protection Agency

38. Signature

Typed Name and Title

Date

*Sandra Waugh-Williams*  
 Sandra Waugh-Williams, Branch Chief

5/11/10

Authorizing Official on Behalf of the Other Agency

39. Signature

Typed Name and Title

Date

*William Hein*  
 William Hein, Director Enterprise Program

6/10/10

EPA Form 1610-1 (Rev. 08-08) Previous editions are obsolete.

The authenticity and format of this  
 instrument has been reviewed and  
 approved for signature.

*Debra Ann Hayden*  
 Grants & Agreement Specialist

DATE *6/4/2010*

These costs are only an estimate and subject to change based on actual costs incurred and will be assessed in the final billing.

Project Costs Calculation - EPA Carpenter Snow Creek		Enterprise Team Name: Heritage Stewardship G Agreement N		10-IA-11074200-054	U job code: U4206510 (0742)
		Total Costs	Direct	Indirect	
Project Costs:		\$312.00	\$46,800.00		
Project Labor \$39.00/hr @ 8 hours			\$15,000.00		
Travel			\$5,000.00		
Supplies/SSHPO docs		\$160.00	\$19,200.00		
Contract Labor/SCEP		\$ 472.00	\$86,000.00		
Subtotal:					
Risk Factor at 10% of total:			\$0.00		
Indirect Labor costs:		\$184.00	\$49,680.00		
Overhead Expenses		\$144.00		\$24,320.00	
Total Project Cost		\$ 800.00	\$135,680.00	\$24,320.00	\$160,000.00

\* Risk Factor: OWCP, variance on project estimates. Risk % factor will be variable for each project NTE 25% combo of reserve+risk factors.

NOTE:  
USE THIS FORMAT TO CALCULATE YOUR PROJECT COSTS FOR EXTERNAL AGREEMENTS TO BE PROVIDED TO R3 GRANTS/AGREEMENTS GROUP  
This worksheet is linked to Tab A\_PCAS for the RAC1 group to utilize in calculating bill to cooperator

## **IA Terms and Conditions**

1. Costs of services are based on the standard daily rates of HSG personnel plus travel expenses and supplies, and will not exceed \$160,000.00 without an amendment to this agreement.
2. HSG is committed to working with EPA to resolve any issues associated with the quality, format, and content of the final product. Should differences or disagreements in the interpretation of data discovered during the course of the project arise between EPA and HSG (i.e., eligibility status, site integrity, significance, etc.), then those differences will be recorded in the final product. Therefore, in an effort to maintain the quality and integrity of research data, HSG will retain the right of final authorship. Any change requests made by EPA and determined by HSG to be inappropriate will not be incorporated into the final product; however, such requests may be noted in a dedicated section of the final product at the Client's request.

### **EPA WILL PROVIDE:**

1. Access to all relevant files and records (completed or draft reports, site forms, photographs, maps, etc.) documenting current work on any project associated with this work order in a timely fashion.
2. Timely comments within 30 calendar days from the day reports are sent for review. Any edits or changes in the reports requested after this 30 day period will be considered beyond the scope of the agreement and will therefore require additional funds.
3. For HSG, uninhibited access to the project sites during scheduled project fieldwork.

**TERMINATION:** EPA or HSG, in writing, may terminate this agreement in whole, or in part before the date of expiration. HSG shall not incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for the HSG expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

1. Should disagreement arise on the interpretation of the provisions of this agreement, the dispute shall be resolved pursuant to the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Vol. 1, Bulletin 2007-03, Section VII (Resolving Intragovernmental Disputes and Major Differences).

### **2. Cost Collection Upon Cancellation**

If the Environmental Protection Agency (EPA) cancels the order, the Department of Agriculture is authorized to collect costs incurred prior to cancellation of the order plus termination costs, up to the total payment amount provided for under the agreement.

3. When requesting payments, a breakdown of the cost associated with the billing request must be provided to the EPA Project Officer. This information should allow the Project Officer to determine that costs billed to EPA are necessary and reasonable. If this information is not provided, the EPA Project Officer will notify FMD to suspend or charge back the payment of the invoice.

4. The Department of Agriculture certifies: (1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the performing agency, or (2) that statutory authority exists for charging other than the incremental costs of performance. If an audit determines that any direct or indirect costs charged to EPA are

unallowable, EPA will be notified immediately following the resolution of the audit and EPA will be credited with those costs."

## STATEMENT OF WORK

### FOR TECHNICAL ASSISTANCE AND EXPERTISE IN CONDUCTING A MANDATORY HISTORIC AND CULTURAL RESOURCES INVENTORY AND ASSOCIATED INTERPRETIVE REPORT AND PLAN FOR MITIGATION

#### CARPENTER SNOW CREEK SUPERFUND SITE, MONTANA, REGION 8

##### PURPOSE

The purpose of this statement of work is to identify technical assistance tasks and specific interpretive expertise needed by EPA in order to satisfy requirements of the National Historic Preservation Act.

This statement of work was prepared by EPA after consultation with the State of Montana, U.S. Department of Agriculture Forest Service, County of Cascade and local and Tribal governments. It is intended to provide a basis for a detailed work plan, to be developed and carried out by the Forest Service's Heritage Stewardship Group (HSG).

An additional purpose of this statement of work is to establish a working relationship with the Group such that a similar mandatory historic and cultural resources inventory and associated interpretive report may be conducted at a neighboring Superfund site, the Barker Hughesville site, either following the completion of work for the Carpenter Snow Creek site or possibly in conjunction with one another. The two sites are closely linked in several aspects, and although separate funding mechanisms would be necessary, significant cost and time efficiencies would be realized.

##### SITE DESCRIPTION AND BACKGROUND

The Carpenter-Snow Creek NPL site lies in the Little Belt Mountains of southern Cascade County, approximately 55 miles south of Great Falls, Montana. The U. S. Environmental Protection Agency (EPA) is the lead agency for the site and the Montana Department of Environmental Quality (DEQ) is the support agency. A March 2009 Record of Decision addresses all residential and public-use property in the Community Soils Area of Neihart (Operable Unit 1) and includes mine waste adjacent to residential property and waste accessible to the general public, contaminated soils, and the Belt Creek Tailings pile. Neihart (OU1), which includes the Town of Neihart and the immediate surrounding area beneath the Neihart Slope, is situated in the upper Belt Creek drainage. Neihart is a small historic mining community comprised of approximately 100 vacation cabins and houses that are generally occupied seasonally for either summer or winter recreation. According to the postmistress, fewer than 50 individuals reside full-time in Neihart and the majority of them are retired and elderly. Neihart has a community center, a general store, an antique store, a restaurant/motel, and a post office. Remnants of historical structures are found throughout the town, including an old school, livery stable, jail, foundations and other structures of unknown origin. The town lies at





approximately 5,500 feet elevation and is surrounded by mountains ranging in elevation from 5,900 to more than 8,400 feet, with steep slopes ranging from 15 to 35 degrees.

Located on the mountainsides east of town, the Neihart slope contains several relatively large historic mines and mill sites. The sites at the base of the Neihart slope lie adjacent to the Town and are therefore easily accessible. Belt Creek flows from south to north through Neihart and the named tributaries to Belt Creek within town are O'Brien Creek (the source of Neihart's drinking water), Compromise Creek, Rock Creek, Johnston Creek, and Carpenter Creek, the last of which enters Belt Creek north of town. Montana Highway 89 transects Neihart in a northwest/southeast direction.

Operable Unit 2 is comprised of the watersheds of Carpenter and Snow creeks and the Neihart Slope above the Town of Neihart. Within these non-residential portions of the site, numerous abandoned mines (many are actively discharging acidic mine drainage), mills, ancillary structures, and mine waste piles are scattered throughout the mountainous landscape.

Carpenter and Snow creeks are largely void of aquatic life except in their uppermost reaches, above the influences of the majority of mining that occurred mainly throughout the late 1800s and early 1900s. Most remaining structures are dilapidated and unsafe; however, a few structures remain fairly intact and may possess historic value that warrants consideration for being preserved. Historical accounts and old photographs reveal a once large, thriving mining complex with massive structures and thousands of miners and their families.

The entire Carpenter Snow Creek Superfund site is located within the Neihart Mining District, although Carpenter and Snow creeks watersheds are physically separated from Neihart and the Neihart slope by a divide and Mount Baldy. This district was known originally as the Montana Mining District, a major silver producer in the State and the primary producer in Cascade County, producing approximately \$16 million in silver between 1882 and 1929. The first claim in the Neihart District was made in July 1881 at the Queen of the Hills mine. This mine was a rich and early producer of silver ore. In 1883-1884, additional mines, such as the Galt, the Mountain Chief, and the Ball, were developed in the Neihart District.

The Town of Neihart, originally called Canyon City, was founded shortly after the initial discoveries were made in the district. It was named after J. L. Neihart, an early inhabitant of the area and one of the prospectors credited with the local discovery of silver. By 1885, the town boasted two saloons, two restaurants, a boarding house, a post office, a blacksmith's shop, two stables, and about 50 houses and numerous tents.

Concern over accessibility to processing facilities became a factor with the closing of the nearby Clendenin smelter in the Barker/Hughesville Mining District in 1883. The closure forced ore from the Neihart district to be shipped by pack train or ox-drawn wagons to Fort Benton, where it was then carried on the Missouri River by steamboats. The ultimate destinations of most of the ore were smelters in Swansea, Wales. Ore from the district was also sometimes transported to smelters in Omaha, Nebraska.

In 1885, a concentrator and a smelter were built at the Mountain Chief mine on the north side of Neihart Baldy, a peak south of Carpenter Creek. This operated until the rich surface ores at the mine were depleted in 1887. In spite of setbacks and a general decline in activity during the latter part of the 1880s, the Neihart District was recognized as one of the richest in the State.

The population of Neihart rose and fell with the growth and closure of the various mines. The remote location of the Neihart Mining District affected early development primarily because of distance from processing facilities and the lack of good transportation. In 1891, the economy was boosted by a spur of the Montana Central Railroad (later part of the Great Northern Railroad). This spur connected Neihart with the Anaconda Company smelter at Great Falls, which had been completed in 1888 and provided a more accessible location for the processing of the district's ore.

Development in the Neihart District began to increase again after the construction of the smelter and the railroad line. However, hopes for continued growth and development in the district changed with the Panic of 1893, when the national demonetization of silver and the end of the United States government's mandatory silver purchases began to drive the silver prices down. By the end of 1893, development in the silver-producing districts, including the Neihart Mining District, had slowed to almost nothing.

Rising silver prices caused another small boom in the early 1900s and many mining and milling operations reopened. Of particular emphasis is the Silver Dyke mine in the Carpenter Creek drainage which operated from 1921 to 1929 and was the largest producer of ore in the Neihart Mining District; its silver production was second only to Silver Bow County in Montana. Since 1930, development in the district has followed the pattern seen earlier: increases in silver prices accompanying increases in activity and decreases in prices leading to a slowdown in activity and development. The increase in silver prices from the late 1930s to 1945 brought about the last major revival of silver mining activity in the area. Also during this period lead and zinc were produced in large quantities for the war effort. By 1949, development had again slowed and many mines had been permanently closed. Most of the mines in the district have not been reopened or have operated on only an intermittent basis since 1949. It has been reported that 96 inactive mines exist in the Carpenter-Snow Creek area (MDEQ 1995); however, some of the openings referred to as mines are physically connected to one another and most have multiple openings. The actual number of separate mines is probably about 35. Stamp and flotation mills operated at some sites and at least one mill operated within the residential portion of Neihart. This ball mill was located just north of the Neihart School, which is now the community center.

The mining and processing of minerals in the district left behind mine waste materials that are still present today. Approximately 189,745 cubic yards of waste rock and 170,200 cubic yards of mill tailings cover approximately 68 acres of private and public land in the district (MDEQ 1995). Waste rock and tailings are by-products of mining and milling processes. These uncontained wastes are deposited along the banks of Carpenter Creek, Snow Creek, Belt Creek, and all their tributaries where ore extraction activities took place. In some areas these waste materials are in direct contact with surface water and Neihart, mine waste can be found adjacent to residential yards. Many admits, some of which lie in close proximity to Neihart, have metal-laden water discharging to the local streams either directly or through underground flow.

The Montana Abandoned Mine Reclamation Bureau inventoried and sampled the inactive mine sites in the Carpenter-Snow Creek area in 1990, 1993, and 1994 (MDEQ 1995). Data collected from those investigations indicate metal concentrations in excess of preliminary human health criteria and that at least 21 mine sites were potential sources of contamination to surface water. In the late 1990s, the State documented impacts from mining waste on surface water and stream sediments in Carpenter Creek, Snow Creek, and Belt Creek. Based on this initial environmental characterization by the State of Montana, EPA proposed adding the Carpenter and Snow Creek drainages and the area surrounding Neihart to the NPL on December 1, 2000. The Carpenter-Snow Creek Mining District Site was subsequently listed in the NPL on September 13, 2001.

Although environmental impacts from historic mining near Neihart were documented by the State's studies, the residential area of Neihart had not been included in any of the early investigations. Thus, impacts to residential yards and the associated potential risk to residents from exposure to mining-related contamination had not been quantified. Prior to 2000, only one mine waste sample had been collected by the State near Neihart. That sample, from the Queen of the Hills site on the northern edge of town, has a lead concentration of 37,400 mg/kg, two orders of magnitude greater than the action level selected in this ROD. During the winter of 2001/2002, EPA developed a strategy to characterize the nature and extent of mining-related contamination in Neihart OU1, an area that includes the residential portion of Neihart and the immediate surrounding area. This was followed by sampling residential yard soil, earthen roadway material, surface water, stream sediment, and groundwater within the town during the 2002, 2003, and 2004 field seasons.

Based on the initial sampling of yard soils in 2002 and early 2003, EPA, with concurrence from the DEQ, determined that immediate action was appropriate to remove highly contaminated soil from two sites in residential areas of Neihart. EPA's main objective was to remove all soils in the Town of Neihart known to have lead concentrations greater than about 2,700 mg/kg. Soil and mine waste material had particularly high lead levels at the historic mill site located near the Neihart community center and in residential yards affected by eroding mine waste at the north end of town. Several soil samples collected from these areas had lead concentrations in excess of 4,000 mg/kg and one historic sample result exceeded 37,000 mg/kg. Based on results from the initial yard sampling and using property ownership maps and contact information provided by CDM, EPA's Emergency Response Team removed contaminated soil and reclaimed these areas in September and October 2004.

A total of 5,300 cubic yards of contaminated soil were excavated and moved to the Belt Creek Tailings pile for temporary storage. Upon completion, the surface of the Belt Creek Tailings was capped with cover-soil, re-engineered for greater stability and better drainage, and revegetated. At the Star Mill waste rock dump (at the north end of town), the removal action effectively stabilized a portion of the waste pile and reconfigured the slope to prevent further erosion of this material into the adjacent developed properties. A complete summary of the 2004 action can be found in the final report (EPA 2005).

Public participation in the site characterization and the remedy selection process is required by the CERCLA §113 and 117 and the NCP § 300.430(f)(3). These provisions require that before adoption of any plan for remedial action is undertaken by EPA, the State, or an individual (e.g., a

potentially responsible party), the lead agency (i.e., EPA) shall do the following. 1. Publish a notice and make the Proposed Plan available to the public. 2. Provide a reasonable opportunity for submission of written and oral comments and an opportunity for a public meeting at or near the site regarding the Proposed Plan and any proposed findings relating to cleanup standards. The lead agency shall keep a transcript of the meeting and make such transcript available to the public.

Pursuant to these requirements and in consideration of specific requests made by the State, Cascade County, the Town of Neihart, and others, EPA has conducted the following community involvement activities at Neihart OUI:

- Conducted interviews with residents and landowners;
- Established information repositories;
- Issued press releases and advertisements;
- Conducted public meetings;
- Developed a mailing list;
- Provided activity-specific progress fact sheets; and
- Met regularly with the Cascade County Health Board and County Commissioners.

EPA met with the Montana State Historical Preservation Officer (SHPO) first on November 13, 2008 to discuss the requirements for historic documentation related to remedial action to be conducted in and near the Town of Neihart. EPA and SHPO agreed to conduct follow-up discussions during the Remedial Design phase.

EPA and DEQ met with the Cascade County Commissioners on several occasions, including several site tours and meetings in Great Falls, to provide an update on project activities and to answer questions regarding health issues, institutional controls (ICs), and the Superfund process as it is being applied to this site.

The majority of land in the Carpenter and Snow Creek Mining District NPL Site is publicly owned and managed by the U. S. Forest Service (USFS). However, large areas of the mountain sides and valley bottoms of Carpenter Creek and Snow Creek, and the area adjacent to Neihart known as the Neihart slope were obtained through the patenting of mining claims and are now privately owned. In addition to residential use, land in the Neihart area is used for a variety of recreational purposes such as hunting, hiking, camping, four-wheeling, mountain biking, snowmobiling, fishing, and skiing at the nearby Showdown Ski Area. Residential development is primarily in the immediate vicinity of Neihart and in the O'Brien Creek watershed, just south of Neihart. There is one full-time residence and several occasional-use cabins in the Carpenter Creek watershed. Property ownership information for Neihart OUI was obtained from the Montana Cadastral Project (NRIS 2004, 2006). A total of 183 individual properties were identified within the urban area of Neihart.

Approximately 50 percent of the total properties (92/183) and 60 percent (68/113) of the properties with houses had been sampled at that time. Undeveloped properties, as well as properties with houses, were included in the evaluation of remedial alternatives in order to estimate the number of properties and volume of contaminated soil that would have to be removed under both current and future residential development. Additional yards were sampled in October 2008. To date, approximately 85 percent of all properties within the Neihart

Community Soils Area have been sampled, with emphasis on properties in the northern portion of town.

The information provided above is a summary—a snapshot—of the rich and abundant mining history of this area that requires formal recordation, interpretation, and mitigation measures. The March 2009 Record of Decision and previous characterization reports provide a more detailed description of EPA's plans for the Neihart residential cleanup and EPA's longer-range plans for characterization of the watershed portions of the site.

#### DESCRIPTION OF HISTORIC AND CULTURAL RESOURCES TECHNICAL SUPPORT REQUIRED

EPA is required and obligated to comply with the substantive requirements of the National Historic Preservation Act (NHPA) prior to implementation of remedial action activities within the Town of Neihart. In conjunction, it is EPA's desire and intention to conduct all necessary historical and cultural resources inventories for all other portions of the site, the watersheds of Carpenter and Snow creeks and the Neihart Slope outside of the Town of Neihart, which make up Operable Unit 2.

Therefore, a comprehensive, site-wide cultural resource inventory and report, including field surveys, evaluations, interpretive work, and mitigation measures recommendations will be performed by qualified archeologists, historians, and other experts as required by the National Historic Preservation Act.

Close and frequent coordination will be maintained with the Montana State Historical Preservation Office, Montana Historical Society, Cascade County History Museum, Montana Mining Museum, Lewis and Clark National Forest and Region 1 Forest Service officials, including their historians and archeologists, and local and affected Tribal governments.

The historic Town of Neihart, the former mines, mills and other mining-related structures or aspects of the Neihart District and its adjacent environs, which constitute the known or probable sources of wastes present throughout the site, will be included in the inventory and report. All work will be done according to Section 106 of the NHPA. All reporting will meet the Secretary of the Interior's Standards for historical and archaeological identification, evaluation, and documentation. The report(s) (draft and final) shall include ownership and operational histories and a determination of prehistoric and/or historic significance (e.g., contribution to the development of this site). Personal interviews with several elderly individuals who have personal, first-hand knowledge of the past mining legacy will be conducted and incorporated into the final report(s). Deference will be given to the area's role in supporting war efforts of the Great War and World War II.

Technical support, advice and guidance will include recommendations to EPA, the State and Forest Service for mitigation efforts that may be necessary, or obligatory. Extraordinary efforts will be devoted to locating and properly and respectfully handling the body of a child known to have been carried away by a massive earth-slide of tailings in the 1930s and believed to be buried in mill tailings on Carpenter Creek. The precise location is unknown; however, historical

accounts and interviews, together with modern forensic techniques may enable experts to locate the child before any further characterization effort or cleanup excavation work is allowed.

EPA recognizes that an undertaking of this nature and magnitude requires a particularly special type of expertise. However, until such experts are given an opportunity to personally inspect the site and meet the several officials with whom close coordination will be necessary, a detailed work plan and cost estimate will be very difficult. Therefore, EPA proposes to phase the development of a work plan and overall cost estimates in a manner that first allows a site inspection and series of meetings. The inspection and meetings can occur as soon as arrangements can be made, to be followed by development of a more detailed work plan that will enable work to begin before spring of 2010 and into the summer and autumn field seasons of 2010 and 2011 for the interpretive reports and mitigation measures recommendations.

During actual construction, expected to occur in 2011 and 2012, EPA anticipates that an on-site archeologist, or equivalent, will be necessary during critical phases of construction in order to observe and direct the proper application of mitigation efforts. That expert will also act as the primary contact for the Montana State Historic Preservation Office.

Finally, as EPA authority and additional funding are made available, other Superfund sites within Montana may require similar historic and cultural resources inventories by the Heritage Stewardship Group. Thus, this Statement of Work and the Interagency Agreement entered into may be amended to include these other sites, but with the understanding that separate recording and accounting will be necessary for each separate site.

## TASKS DEFINED AND PRIORITIZED IN PHASES

### **Phase 1**

- Initial site visit to determine scope and size of the project area
- Visit accessible sites
- Meet with SHPO to discuss proposed plans and options
- Meet Forest Service/EPA and MDEQ staff to receive input concerning desired outcome
- Meet with interested local government officials and property owners to determine their needs and desires (TBD by EPA)
- Finalize scope of work for Phase 2 and organize strategy of work

### **Phase 2**

- Perform SHPO records search to determine full extent of what sites in the area have been recorded and what determinations of eligibility have been made
- Hire local Montana Liaison to handle portions of the research and public relations for the project
- Send scoping letters to local tribes, landowners, and other interested parties, and participate in scoping meetings as necessary
- Respond to any concerns that arise during the scoping process

- Complete inventory and intensive survey of Carpenter-Snow Creek mine sites and features, including the town of Neihart
- Perform sample survey (for prehistoric sites) of the Carpenter-Snow Creek Area of Potential Effect (APE)—estimate approximately 10-15 percent sample of the total APE
- Perform adequate research to write thorough overview of the local mining history (will include some visits to local museums, government offices, historical societies, etc.)
- Make determinations of eligibility to determine which sites and/or features have significance
- Fill out site forms for all sites and/or districts within the APE
- Write a thorough Section 106 report for the project (will include prehistoric, historic, and ethnographic overviews for the project area, as well as site/feature specific recommendations for carrying out project activities)
- Submit Section 106 report to the Montana SHPO for review

### **Phase 3**

- Address SHPO concerns relating to the Section 106 report
- In consultation with interested parties (EPA, SHPO, FS, NTHP, local governments and citizens, and property owners) determine effects to cultural resources and complete an effect analysis of the undertaking. Recommend adequate adverse effect mitigation strategies (if necessary).
- Negotiate, write up, and enter into a Memorandum of Agreement (MOA) with the Montana SHPO and EPA in accordance with CERCLA
- Complete mitigation measures per the MOA (options may include developing interpretive media, gathering oral histories from living persons associated with the mines, significant historic research and writing thorough, integrative historical accounts of the mines and related features, monitoring all construction activity to ensure protection of resources is carried out, restoration and management plans, etc.)

As mentioned in Phase 2 above, HSG will hire a local Montana liaison to assist with historic research, field work, and public relations needs. This individual will be responsible for meeting with government officials and the general public as necessary when requested by EPA and approved by HSG's principal investigator for the project. This individual must meet qualifications for both HSG and the EPA and be acceptable to both parties.

If authorized and funded by EPA, perform all actions above for the Barker Hughesville site, and other Superfund sites located in Montana, Region 8, maintaining separate accounting of records and expenses.

## Scope of Work for EPA Carpenter Snow Creek §106

*between*

**Heritage Stewardship Group, Enterprise Unit**

*and*

**Scott Brown, Senior Scientist**

**Environmental Protection Agency (EPA)**

**THIS AGREEMENT** is hereby made and entered into by and between **Heritage Stewardship Group (HSG)** and the **EPA**, hereinafter referred to as “Client;” collectively referred to as “Parties.”

**Project Description:** HSG will provide the Client with cultural compliance services in accordance with Section 106 of the National Historic Preservation Act (NHPA) as outlined below. Due to the many unknown variables associated with this project including, but not limited to, the consultation needs of Montana SHPO, EPA, local governments, property owners, and other interested parties and the quantity and location of cultural resources to be analyzed, these services will be provided based on an estimated cost of **\$160,000** for phases 1 and 2 as outlined below. However, additional funds may be required to complete phase 2. Additional funding will be required at a later date for phase 3, although any remaining funds from phase 2 will be applied to services performed during phase 3.

### **Scope of Work**

Heritage Stewardship Group will complete the services as outlined in the three phases below.

#### Phase 1

- Initial site visit to determine scope and size of the project area
- Visit some accessible sites
- meet with SHPO to discuss proposed plans and options
- meet Forest Service/EPA staff to receive input concerning desired outcome
- meet with a sample group of interested locals to determine their needs and desires (TBD by EPA)
- finalize scope of work for phase 2 and organize strategy of work

#### Phase 2

- Perform SHPO records search to determine full extent of what sites in the area have been recorded and what determinations of eligibility have been made
- Hire local Montana Liaison to handle portions of the research and public relations for the project
- Send scoping letters to local tribes, landowners, and other interested parties, and participate in scoping meetings as necessary
- Respond to any concerns that arise during the scoping process
- Complete inventory and intensive survey of Carpenter-Snow Creek mine sites and features, including the town of Neihart
- Perform sample survey (for prehistoric sites) of the Carpenter-Snow Creek Area of Potential Effect (APE)— estimate approximately 10-15 percent sample of the total APE
- Perform adequate research to write thorough overview of the local mining history (will include some visits to local museums, government offices, historical societies, etc.)
- Make determinations of eligibility to determine which sites and/or features have significance
- Fill out site forms for all sites and/or districts within the APE
- Write a thorough Section 106 report for the project (will include prehistoric, historic, and ethnographic overviews for the project area, as well as site/feature specific recommendations for carrying out project activities)
- Submit Section 106 report to the Montana SHPO for review

#### Phase 3



- Address SHPO concerns relating to the Section 106 report
- In consultation with interested parties (EPA, SHPO, FS, NTHP, local governments and citizens, and property owners) determine effects to cultural resources and complete an effect analysis of the undertaking. Recommend adequate adverse effect mitigation strategies (if necessary).
- Negotiate, write up, and enter into a Memorandum of Agreement (MOA) with the Montana SHPO and EPA in accordance with CERCLA
- complete mitigation measures per the MOA (options may include developing interpretive media, gathering oral histories from living persons associated with the mines, significant historic research and writing an exhaustive history of the mine, monitoring all construction activity to ensure protection of resources is carried out, restoration and management plans, etc)

#### Montana Liaison

As mentioned in Phase 2 above, HSG will hire a local Montana liaison to assist with historic research, field work, and public relations needs. This individual will be responsible for meeting with government officials and the general public as necessary when requested by the Client and approved by HSG's principle investigator for the project. This individual's qualifications must be acceptable to both HSG and the EPA.

#### **CONDITIONS OF THE AGREEMENT:**

- Costs of services are based on the standard daily rates of HSG personnel plus travel expenses and supplies, and will not exceed **\$160,000.00** without an amendment to this agreement.
- HSG is committed to working with the Client to resolve any issues associated with the quality, format, and content of the final product. Should differences or disagreements in the interpretation of data discovered during the course of the project arise between the Client and HSG (i.e., eligibility status, site integrity, significance, etc.), then those differences will be recorded in the final product. **Therefore, in an effort to maintain the quality and integrity of research data, and the look and feel of our product, HSG will retain the right of final authorship. Any change requests made by the Client and determined by HSG to be inappropriate will not be incorporated into the final product; however, such requests may be noted in a dedicated section of the final product at the Client's request.**

#### **CLIENT WILL PROVIDE:**

- Access to all relevant files and records (completed or draft reports, site forms, photographs, maps, etc.) documenting current work on any project associated with this work order in a timely fashion.
- This work order assumes that the Client will facilitate HSG's uninhibited access to the project sites during scheduled project fieldwork.
- The Client will provide timely comments within **30 calendar days** from the day reports are sent for review. Any edits or changes in the reports requested after this 30 day period will be considered beyond the scope of the agreement and will therefore require additional funds.

**TERMINATION:** The Client or HSG, in writing, may terminate this agreement in whole, or in part before the date of expiration. HSG shall not incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for the HSG expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

## NOTICES

Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or EPA is/are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the grant/agreement.

To EPA, at the EPA address shown in the grant/agreement or such other address designated within the grant/agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

## PRINCIPAL CONTACTS

Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

### Principal Cooperator Contacts:

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Name: Scott Brown Address: 10 West 15th Street, Suite 3200 City, State, Zip: Helena, MT 59626 Telephone: 406-457-5035 FAX: (406)457-5055 Email: <a href="mailto:Brown.Scott@epamail.epa.gov">Brown.Scott@epamail.epa.gov</a>	Name: Danette Quick Address: 10 West 15th Street, Suite 3200 City, State, Zip: Helena, MT 59626 Telephone: (406)457-5010 FAX: (406)457-5055 Email: <a href="mailto:quick.danette@epa.gov">quick.danette@epa.gov</a>

### Principal U.S. Forest Service Contacts:

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Delia Ann Hayden Address: 333 Broadway SE City, State, Zip: Albuquerque, NM 87102 Telephone: (505) 842-3337 FAX: (505) 842-3111 Email: <a href="mailto:dhayden@fs.fed.us">dhayden@fs.fed.us</a>

## NOTICES

Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or EPA is/are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the grant/agreement.

To EPA, at the EPA address shown in the grant/agreement or such other address designated within the grant/agreement.

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### Principal U.S. Forest Service Contacts:

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Brenton Fiel Address: 1001 Southwest Emkay Dr City, State, Zip: Bend, OR 97702 Telephone: (541) 383-5549 FAX: Email: <a href="mailto:bfriel@fs.fed.us">bfriel@fs.fed.us</a>	Name: Delia Ann Hayden Address: 333 Broadway SE City, State, Zip: Albuquerque, NM 87102 Telephone: (505) 842-3337 FAX: (505) 842-3111 Email: <a href="mailto:dhayden@fs.fed.us">dhayden@fs.fed.us</a>

## ALTERNATE DISPUTE RESOLUTION

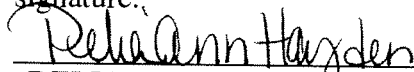
The parties to this agreement shall settle any disputes that may arise under this agreement by following direction in the Treasury Financial Manual, Volume 1, Bulletin 2007-03, Section VII ("Resolving Intragovernmental Disputes and Major Differences").

## MODIFICATIONS

Modifications within the scope of this instrument must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. EPA is not obligated to fund any changes not properly approved in advance.

These terms and conditions are incorporated and made a part of the referenced agreement.

The authority and format of this instrument have been reviewed and approved for signature.



DELIA ANN HAYDEN

U.S. Forest Service Grants & Agreements Specialist

  
Date